

**DECISION**

**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D. C. 20548

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**FILE:** B-218091.2 **DATE:** March 28, 1985  
**MATTER OF:** Covenant Industries, Inc.

**DIGEST:**

1. Bid received on a total small business set-aside solicitation that failed to indicate that the bidder would furnish supplies manufactured by a small business properly was rejected as nonresponsive.
2. Nonresponsive bid cannot be corrected after bid opening to make it responsive.

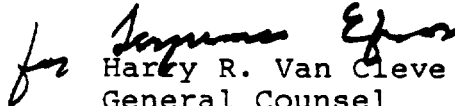
Covenant Industries, Inc. (Covenant), a small business concern, protests the rejection of its low bid under invitation for bids (IFB) No. DAAA09-84-B-0560 issued by the Army Armament, Munitions and Chemical Command (Army), Rock Island, Illinois, as a total small business set-aside. The Army rejected Covenant's bid as nonresponsive for failure to indicate that the supplies to be furnished would be manufactured by a small business.

We deny the protest.

Covenant contends that its bid contained sufficient information, as submitted, to establish that it intended to furnish supplies manufactured by a small business. Our decision, ASC Industries, B-216293, Dec. 21, 1984, 84-2 C.P.D. ¶ 684, is cited as authority for the legal sufficiency of Covenant's bid. In ASC Industries, although the bidder failed to complete the representation concerning small business manufacture, the name and address of the proposed manufacturer was listed in the place of performance clause. Further, the IFB provided that the failure to list the place of performance could result in rejection of the bid and that performance at a site other than the listed site was prohibited without the prior approval of the contracting officer. We held that the bidder was bound to use the supplier listed in the place of performance clause and that the bid should be accepted where the agency had information indicating the supplier's status as a small business.

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However, here, besides failing to certify that a small business would manufacture the supplies, Covenant also failed to complete the IFB's place of performance clause. Even if the clause had been completed, the result would be no different because the clause differed from the one in ASC Industries in that it did not bind the bidder to use of the manufacturer named therein. Accordingly, Covenant's bid was nonresponsive, since it failed to establish the legal obligation of Covenant to furnish supplies manufactured by a small business. Automatics Limited, B-214997, Nov. 15, 1984, 84-2 C.P.D. ¶ 535. Covenant contends that its failure to make the required entries in its bid constituted a minor clerical error which it should have been allowed to correct. A nonresponsive bid cannot be corrected after bid opening to make it responsive. Basic Marine, Inc., B-215236, June 5, 1984, 84-1 C.P.D. ¶ 603. Therefore, the Army acted properly in rejecting the bid.

for   
Harry R. Van Cleve  
General Counsel